

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALDERMAN TODD BANCROFT, CHAIRMAN**

**WEDNESDAY, JULY 5, 2017
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote - None**
- 4. Administrative**
 - a. Video Gaming Statistics
- 5. Human Resources Department**
 - a. Recommendation to Approve a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund.
- 6. Fire Department**
 - a. Recommendation to Approve the Disposal of Surplus Fire Department Hose Equipment.
 - b. Recommendation to Approve the new Tri City Ambulance Inter-Governmental Agreement.
 - c. Recommendation to Approve the Purchase of a Ferno INX Inline Cot and Inline Fastener for Tri City Ambulance.
- 7. Executive Session**
 - Personnel – 5 ILCS 120/2(c)(1)
 - Pending Litigation – 5 ILCS 120/2(c)(11)
 - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- 8. Additional Items from Mayor, Council, Staff, or Citizens.**
- 9. Adjournment**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahan, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4a

Title: Video Gaming Statistics – Information Only

Presenter: Chief Keegan

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Latest statistics on video gaming. What businesses have been approved by the state and city staff of the St. Charles Police Department, pending applications into the state for approval, September 2016 – May 2017 and May 2017 reports for St. Charles Video Gaming Revenue.

Attachments *(please list):*

Table – Video Gaming Establishments/Pending Applicants

Illinois Gaming Board Video Gaming Report – September 2016 – May 2017

Illinois Gaming Board Video Gaming Report – May 2017

Recommendation/Suggested Action *(briefly explain):*

None – For Information Only

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

September 2016 - May 2017

6/15/2017

4:00 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution			
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share	
St. Charles	A'Salute' Inc.	160702452	5	\$1,045,793.18	\$965,246.61	\$80,546.57	\$296,266.00	\$215,719.43	\$80,546.57	\$24,164.45	\$20,137.06	\$4,027.39	
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$106,741.01	\$99,928.29	\$6,812.72	\$41,254.00	\$34,441.28	\$6,812.72	\$2,043.81	\$1,703.17	\$340.64	
St. Charles	Alley 64, INC.	160702383	5	\$2,936,153.09	\$2,705,109.84	\$231,043.25	\$1,069,498.00	\$838,380.50	\$231,117.50	\$69,335.69	\$57,779.75	\$11,555.94	
St. Charles	BK & MM VENTURES LLC	160702415	5	\$2,670,575.82	\$2,474,801.96	\$195,773.86	\$824,602.00	\$628,746.85	\$195,855.15	\$58,756.79	\$48,964.01	\$9,792.78	
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$166,372.65	\$147,241.83	\$19,130.82	\$49,745.00	\$30,614.18	\$19,130.82	\$5,739.42	\$4,782.86	\$956.56	
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$319,598.46	\$298,145.58	\$21,452.88	\$114,800.00	\$93,347.12	\$21,452.88	\$6,435.90	\$5,363.26	\$1,072.64	
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08	
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$309,124.93	\$280,894.63	\$28,230.30	\$95,238.00	\$67,007.70	\$28,230.30	\$8,469.20	\$7,057.67	\$1,411.53	
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$1,897,241.75	\$1,734,246.31	\$162,995.44	\$593,365.00	\$430,369.29	\$162,995.71	\$48,898.97	\$40,749.17	\$8,149.80	
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07	
St. Charles	Riverside Pizza, Inc.	160702553	4	\$794,182.75	\$731,423.81	\$62,758.94	\$265,814.00	\$203,054.81	\$62,759.19	\$18,828.01	\$15,690.01	\$3,138.00	
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$399,277.81	\$368,103.16	\$31,174.65	\$130,876.00	\$99,701.35	\$31,174.65	\$9,352.50	\$7,793.74	\$1,558.76	
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$1,142,906.80	\$1,038,242.57	\$104,664.23	\$377,348.00	\$272,683.77	\$104,664.23	\$31,399.55	\$26,166.31	\$5,233.24	
REPORT TOTAL:			13 Establishments	60	\$12,131,264.17	\$11,158,158.32	\$973,105.85	\$3,994,604.00	\$3,021,342.09	\$973,261.91	\$291,981.20	\$243,317.77	\$48,663.43

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

May 2017

6/15/2017

4:02 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution				
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share		
St. Charles	A'Salute' Inc.	160702452	5	\$95,176.58	\$83,944.32	\$11,232.26	\$30,638.00	\$19,405.74	\$11,232.26	\$3,369.78	\$2,808.15	\$561.63		
St. Charles	Alley 64, INC.	160702383	5	\$443,965.19	\$412,887.32	\$31,077.87	\$146,898.00	\$115,820.13	\$31,077.87	\$9,323.46	\$7,769.55	\$1,553.91		
St. Charles	BK & MM VENTURES LLC	160702415	5	\$365,237.59	\$339,184.44	\$26,053.15	\$113,070.00	\$87,016.76	\$26,053.24	\$7,816.02	\$6,513.35	\$1,302.67		
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$19,163.56	\$17,237.04	\$1,926.52	\$6,610.00	\$4,683.48	\$1,926.52	\$578.00	\$481.67	\$96.33		
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$170,351.00	\$157,334.05	\$13,016.95	\$61,329.00	\$48,312.05	\$13,016.95	\$3,905.11	\$3,254.26	\$650.85		
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$84,247.14	\$75,311.49	\$8,935.65	\$25,680.00	\$16,744.35	\$8,935.65	\$2,680.72	\$2,233.94	\$446.78		
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$340,935.24	\$312,203.91	\$28,731.33	\$109,333.00	\$80,601.40	\$28,731.60	\$8,619.49	\$7,182.91	\$1,436.58		
St. Charles	Riverside Pizza, Inc.	160702553	4	\$139,880.48	\$126,987.08	\$12,893.40	\$47,324.00	\$34,430.35	\$12,893.65	\$3,868.10	\$3,223.42	\$644.68		
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$100,917.04	\$88,768.32	\$12,148.72	\$33,326.00	\$21,177.38	\$12,148.62	\$3,644.62	\$3,037.18	\$607.44		
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$148,220.08	\$134,406.41	\$13,813.67	\$53,061.00	\$39,248.99	\$13,812.01	\$4,143.57	\$3,452.98	\$690.59		
REPORT TOTAL:				10 Establishments	46	\$1,908,093.90	\$1,748,264.38	\$159,829.52	\$627,269.00	\$467,440.63	\$159,828.37	\$47,948.87	\$39,957.41	\$7,991.46

Video Gaming Statistics as of May 31, 2017

Approved Establishments			
Name	# Machines	Address	
A'Salute Lounge & Grill	5	2400 E Main Street, St. Charles	
Alibi Bar & Grill Ltd.	5	12 N 3 rd Street, St. Charles	Machines Removed
Alley 64	5	212 W Main Street, St. Charles	
Charleston on the Fox			
Corfu Restaurant (Golren Ent., Inc.)	5	2520 E Main Street, St. Charles	
Dawn's Beach Hut	2	8 N 3 rd Street, St. Charles	
Kane County Rookies (BK & MM Ventures)	5	1545 W Main Street, St. Charles	
Riverside Pizza & Pub	4	102 E Main Street, St. Charles	
Spotted Fox Alehouse			
St. Charles Bowl (LA Manson Corp.)	5	2520 W Main Street, St. Charles	
St. Charles Moose	5	2250 W Rt. 38, St. Charles	
The Evergreen Pub & Grill (Northwoods)	5	1400 W Main Street, St. Charles	
Pending Establishments			
Name	# Machines	Address	
Alexander's Café 64 Inc.	TBD	W Main Street, St. Charles	
Charleston on the Fox	TBD	1 W Illinois Street, St. Charles	
Trattoria ZaZa (Pasavre, Inc.)	TBD	5 S 1 st Street, St. Charles	
Spotted Fox Ale House	TBD	3615 E Main Street, St. Charles	
Brown's Chicken (NLHM, Inc.)	TBD	1910 Rt. 38, St. Charles	
Closed Establishments			
Name	# Machines	Address	
Beehive Tavern & Grill	5	204 W Main Street, St. Charles	CLOSED
Gino's East	5	1590 E Main Street, St. Charles	CLOSED

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5a

Title:

Recommendation to Approve a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$ 0

Budgeted Amount: \$ 2,184.00

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

A new Illinois Municipal Retirement Fund (IMRF) Board of Trustees Resolution 2017-02-13 requires recertification of IMRF eligibility for elected officials every two years. They are asking all participating municipal organizations to pass a resolution regarding eligibility of elected officials by September 1.

Elected officials must work 1,000 or more hours per year to participate in IMRF. Following an audit by IMRF in 2015, it was determined that the position of mayor does qualify for participation. The attached resolution affirms the mayor's eligibility for participation in IMRF.

Attachments *(please list):*

IMRF Resolution Form 6.64 Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund.



A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION

Number _____

WHEREAS, the _____
EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for _____ hours or more per year; and
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;*

NOW THEREFORE BE IT RESOLVED that the _____
BOARD, COUNCIL, ETC.
finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
_____	_____
_____	_____
_____	_____

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY OF THE BOARD
of the _____ of the County of _____,
EMPLOYER NAME COUNTY
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly
BOARD, COUNCIL, ETC.
convened and held on the _____ of _____, 20____.
DAY MONTH YEAR

SIGNATURE CLERK OR SECRETARY OF THE BOARD

* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS
IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

INCOME TAX INFORMATION

All elected officials eligible to participate in IMRF are considered active participants in an employer sponsored retirement plan under the Internal Revenue Code, **even if the official does not elect to participate in IMRF**, and are subject to the IRA deductibility limits imposed by law.

IMRF

2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337

Employer Only Phone: 1-800-728-7971

www.imrf.org



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6a

Title:

Approval of the Disposal of Surplus Fire Department Hose and Equipment

Presenter:

Fire Chief Joseph Schelstreet

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Fire Department has an inventory of hose and other items that have exceeded their useful life due to their age and condition. A complete list is contained within the attached ordinance. The items will be offered for sale or donation and any monies will be returned to the General Fund.

Attachments *(please list):*

Proposed ordinance for the disposal of Fire Department surplus property

Recommendation/Suggested Action *(briefly explain):*

Approval of the Disposal of Surplus Fire Department Hose and Equipment.

City of St. Charles, Illinois
Ordinance No. 2017-M

**Ordinance Authorizing the Disposal of Surplus Personal
Property Owned by the City Of St. Charles**

WHEREAS, the City of St. Charles is owner of certain personal property; and

WHEREAS, in the opinion of a simple majority of the Corporate authorities of the City of St. Charles, it is no longer necessary or useful to or for the best interest of the City of St. Charles to retain the personal property; and

WHEREAS, the City of St. Charles deems the personal property as surplus;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS AS FOLLOWS:

SECTION ONE: Pursuant to Illinois Compiled Statutes, 65ILCS 5/11-76-4, the City Council finds that the following personal property now owned by the City of St. Charles is no longer necessary or useful to the City of St. Charles and the best interests of the City of St. Charles will be served by declaring it surplus:

38 - 50 foot lengths of 2 ½” Ponn Conquest Firefighting Hose from 1996:

	Inventory Number		Inventory Number		Inventory Number
1	3-96-1	14	3-96-18	27	3-96-37
2	3-96-2	15	3-96-19	28	3-96-39
3	3-96-5	16	3-96-20	29	3-96-40
4	3-96-6	17	3-96-22	30	3-96-42
5	3-96-7	18	3-96-23	31	3-96-43
6	3-96-9	19	3-96-24	32	3-96-44
7	3-96-10	20	3-96-25	33	3-96-45
8	3-96-12	21	3-96-27	34	3-96-46
9	3-96-13	22	3-96-30	35	3-96-47
10	3-96-14	23	3-96-31	36	3-96-48
11	3-96-15	24	3-96-32	37	3-96-49
12	3-96-16	25	3-96-34	38	3-96-50
13	3-96-17	26	3-96-36		

Item	Model	Serial Number
Honda Generator	EG2200X	GNN901
Honda Generator	EG2200X	GNN902
Pony Bottle Brackets (10)		
Dive Lights (2)		
Orange Ice Rescue Suit (1)		
Personal Flotation Devices (2)		
Rope Bags (5)		
Life Rings (2)		
Dry Suit Undergarments (3)		
Tank Valves (10)		

SECTION TWO: Pursuant to said Section 65ILCS 5/11-76-4, the Purchasing Manager be, and he is hereby authorized and directed to dispose of the foregoing described personal property in a manner that is in the best interest of the City of St. Charles.

SECTION THREE: That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2017.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2017.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2017.

Raymond P. Rogina, Mayor

Attest:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Ordinance No. _____

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Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

Date: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6b

Title:

Recommendation to Approve the new Tri City Ambulance Inter-Governmental Agreement

Presenter:

Fire Chief Joe Schelstreet

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary (*if not budgeted please explain*): At their June 23, 2017 regular meeting, the Tri City Ambulance Board approved a new Inter-Governmental Agreement (IGA) by and between the five member agencies. The review and approval of the new IGA was necessary due to a sunset clause within the previous agreement. Language changes within the agreement include the following:

- A voting model that now resembles that of the Tri Com Board
- Clarification of language that identifies the Tri City Ambulance Board as a body politic (recommended by the auditors)
- Clear identification of the reserve policy (recommended by the auditors)
- Clarification of the definition of “ambulance deployment”
- Updating of the procedure for leaving TCA

Each member agency must have the appropriate governing body approve the agreement.

Attachments (*please list*):

The new Tri City Ambulance IGA

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve the new Tri City Ambulance Inter-Governmental Agreement.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT AMONG THE CITIES OF ST. CHARLES,
GENEVA AND BATAVIA, BATAVIA TOWNSHIP AND COUNTRYSIDE FIRE PROTECTION DISTRICT, AND
GENEVA TOWNSHIP FOR PARAMEDIC/AMBULANCE ADVANCED LIFE SUPPORT SERVICES

This Amended and Restated Intergovernmental Agreement entered into this _____ day of _____, 2017, among the City of Geneva, Kane County, Illinois, a municipal corporation (hereinafter "Geneva"); the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation (hereinafter "St. Charles"); the City of Batavia, Kane and DuPage counties, Illinois, a municipal corporation (hereinafter "Batavia"); Batavia Township and Countryside Fire Protection District, Kane and DuPage Counties, Illinois a fire protection district (hereinafter "Batavia Fire"); and Geneva Township, Kane County, Illinois, a township (hereinafter "Geneva Township"), said cities, fire protection district and township being collectively referred to as "Parties" and individually as "Party"; Geneva, St. Charles, and Batavia shall sometimes be referred to individually as "City" or collectively as "Cities"; and The City of Geneva, the City of St Charles, and the City of Batavia shall sometimes be referred to as the Original/Legacy Members.

WITNESSETH:

WHEREAS, Parties hereto are each units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section X, of the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act to enter into agreements among themselves to:

"...obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by laws or ordinance....Participating units of local government may use their credit, revenue, and any other resources to pay costs and for service debt related to intergovernmental activities."

and

WHEREAS, ST. Charles, Geneva and Batavia formed an intergovernmental agency to provide Paramedic/Ambulance Advanced Life Support Services (hereinafter referred to as "Services"), on an interim basis and the thereafter, the agency commenced operations on December 1, 1982 and subsequently entered into an intergovernmental agreement with the County of Kane to provide operational funding for ambulance services for a portion of the area herein described; and

WHEREAS, the Parties thereafter formed a modified arrangement to provide Services by acquiring assets from the County of Kane and levying ad valorem taxes for funding a portion of these costs in lieu of the revenue generated by Kane County Special Service area No. 1; and

WHEREAS, the Parties also utilized various provisions of the Illinois Compiled Statutes (65 ILCS 5/11-5-7.1; 70 ILCS 705/23; and 60 ILCS 5/13-14a) in order to fund the Services as well as entering into a certain Intergovernmental Agreement dated May 14, 1985 which created an association by the name of "Tri-City Ambulance Service" (hereinafter called "TCA" or "Tri-City) and acted as the operating agreement for TCA.; and

WHEREAS, The Parties have determined that certain changes to the existing agreement should be made relating to the decision-making process, the sharing of costs among the parties, and other related matters; and

NOW, THEREFORE, inconsideration of the promises and the mutual covenants and agreements of the Parties, it is agreed as follows:

I. ADOPTION BY REFERENCE.

The Recitals hereinabove set forth are adopted by reference.

II. NAME

This Association shall be known as the "Tri-City Ambulance Service" (sometimes hereinafter referred to as "TCA" or "Tri-City").

III. PURPOSE AND SERVICE AREA

The purpose of this Agreement and Tri-City is to establish an intergovernmental agency funding, administration, management, maintenance and operation of Paramedic/Ambulance Advanced Life Support Services for the geographic area described in Exhibit "A", attached hereto and made a part thereof, and such additional geographic areas as may be annexed to the corporate limits of any of the Parties during the term of this agreement. In the event any territory is disconnected from a Party's corporate limits, either by agreement or by operation of law, the disconnected territory shall be deleted from the service area of TCA.

IV. ASSOCIATION AND FUNCTIONS

A. Board of Directors.

Board of Directors; constituted: The management of Tri City Ambulance shall be vested in the Board of Directors, consisting of seven (7) Directors, who shall be appointed by the respective Mayor of each Original/Legacy Member, with the advice and consent of each Mayor's respective City Council, as follows:

Either two aldermen or alternatively one alderperson and the Mayor from each of the three (3) Original/Legacy Members to the Agreement, and one Director shall be appointed from the remaining Parties not designated as Original/Legacy Members. These non-Original/Legacy Members shall elect a director annually and shall provide the name of the director to the TCA Administrator. In the event an appointed Director is unable to attend a Board of Directors' meeting, each Member may designate an Alternate Director who may be an elected or appointed officer of such entity. The Alternate Director shall be appointed by the Mayor at the same time and in the same manner as the regular Directors. Alternate Directors shall have all of the rights, responsibilities, and privileges, including voting rights, as regular Directors for the Board of Director's meeting(s) for which they have been duly appointed to represent their jurisdiction in the absence of one or more of the regular Directors for their jurisdiction

Voting; Quorum. A quorum shall be required for the Board of Directors to act. A quorum shall be defined as a minimum of four (4) Directors present with at least one Director present from each of the three (3) Original/Legacy members. Each Director shall be entitled to cast one vote on each matter coming before the Board of Directors for action at a duly noticed Board of Directors' meeting.

1. Authority of the Board of Directors: The Board shall establish all major policies and changes of service and shall approve all budgets, contracts and other expenditures, subject to the provisions of paragraph 9 below.
2. Meetings; regular and special meetings. Regular meetings of the Board shall be held in accordance with a written schedule of meetings or call of the Board from time to time. Special meetings may be held upon the call of the Chairman or any two members of the Board upon no less than five (5) days' written notice (1) delivered personally to each Board member, or (2) postmarked and sent by U.S. mail, or (3) electronically by facsimile or e-mail sent by 5:00 p.m., not less than five (5) days prior to such special meeting. The lack of receipt by any Board member(s) of such notice, duly sent, shall not invalidate any action taken the Board at such meeting, assuming a valid vote was taken and a quorum was present during the vote. In any event, all meetings of the Board shall be called

and conducted in accordance with the requirements of the Illinois Open Meetings Act, as amended from time to time.

3. Vote required; general. An affirmative vote of a majority of the members present at a duly called meeting at which a quorum is present shall be required for approval of a Board action, unless otherwise stated herein.
4. Vote requiring plurality of Board:
 - (a) An affirmative vote of at least 4 members of the Board shall be required for the following matters:
 - (1) Selection of and/or contract with a contractor to provide paramedic service.
 - (2) Purchases (including lease purchases) in excess of \$10,000.
 - (3) Selection of an insurance company or companies and/or determination of insurance coverage(s)
 - (4) Borrowing of monies
 - (5) Selection and employment of an administrator
 - (6) Selection and/or contract with a third-party collection firm.
 - (b) An affirmative vote of five (5) members of the Board shall be required for the following matters:
 - (1) Annual Budget
 - (2) Deployment or redeployment of ambulances from community to community.
5. The Board shall elect officers of the TCA annually, from its membership, a chairman, a vice-chairman and a secretary to serve for a period of (1) year or until such time as such person's successor is duly elected. The vice-chairman and secretary of the Board shall be elected on an annual basis between the Cities to permit fair representation of the respective parties; The fire chiefs of St. Charles, Geneva and Batavia shall be non-voting, staff advisors to the Board.
6. The Board may request each Party (a) to furnish a garage space for an ambulance unit or units within the corporate limits of such Party, (b) to give support services for such ambulance unit or units and (c) to provide insurance coverage for theft or other casualty of an ambulance unit or units while stored at such Party's location. The cost of support services, but excluding employee wages or labor, shall be reimbursed to such Party from funds of Tri-City as the

Board shall determine. St. Charles, Geneva and Batavia each agree to provide back-up basic life support service to the Paramedic/Ambulance Advanced Life Support Service to be provided within the service area described in Paragraph II above as determined by the Board.

7. The Board shall approve all contracts including purchases of equipment and Supplies in excess of \$10,000. If a contract or contemplated purchase is within the annual budget and is less than ten thousand dollars (\$10,000), then the "Lead Agency", hereinafter designated, shall have the right to approve such contract without TCA Board action. For those agreements as approved by the Board in the manner herein provided, the Chairman of the Board may execute such agreements for an on behalf of all the parties hereto.

B. Lead Agency

1. One (1) Original/Legacy Member shall, with its consent, be designated by the Board from time to time to act as Lead Agency, so that a viable corporate entity will be available to legally enter into contracts and employ the necessary personnel for Tri-City. The City of St. Charles shall be the initial lead agency.
2. The Lead Agency shall be authorized to expend Tri-City funds within such limits as are provided in the adopted annual budget of the Tri-City for each fiscal year, except as modified above. The fiscal year of Tri-City shall be the same as that of the initial Lead Agency, i.e. May 1 to the following April 30 with the first fiscal year commencing with the effective date of this agreement.
3. Unless otherwise directed by the Board, employees selected to work for Tri-City shall be employed by the Lead Agency. However, in the event any activities under this Agreement are provided by another Party within that Party's corporate boundaries, the persons shall be an employee of that Party and not of the Lead Agency. If the Parties, through the Lead Agency, contract with a private entity to provide any of the services described in this Agreement, then the employees of such private entity shall not be considered employees of the Lead Agency or any of the other Parties for any purpose.
4. Facilities, equipment, furnishings, supplies and services used for the Tri-City shall be mutually shared by the participating Parties' jurisdictions as determined by the Board. Subject to the limitation of the annual budget, the

Lead Agency shall have the authority to purchase, hold title to, lease, borrow, and otherwise make arrangements to use facilities, equipment, furnishings, supplies and services for the Paramedic/Ambulance Advanced Life Support Service for an on behalf of Tri-City.

5. The Lead Agency shall maintain administration records of Tri-City, except those as may be maintained by the other Parties in connection with their own funding arrangements and in connection with space provided by a Party within its boundaries and other sources performed for Tri-City.
6. The Lead Agency, or administrator as determined by the Board, shall provide or cause to be provided, quarterly financial statement and annual audits to all Parties. A copy of that portion of the annual audit for the Lead Agency attributable to Tri-City operations shall be sufficient to meet the requirements of this paragraph.

C. Budget and Administrative Costs

1. Tri City shall operate under a budget system pursuant to 65 ILCS 5/8-2-9.1. Each annual budget shall be approved by a plurality of five (5) members of the Board prior to any expenditure or approval of a contract for expenditure thereon. The Lead Agency shall be authorized to enter such contracts and take such further action within the authority granted herein, as the Board shall determine.

2. The cost incurred by the Lead Agency in providing administrative services for Tri-City shall be reimbursed as follows: The administrative cost of Tri – City shall be embodied in the approved annual budget. The administrative costs shall include that portion of the salaries and benefits of personnel and that portion of the office expense of the Lead Agency reasonably attributable to administrative services performed for the Tri-City by the Lead Agency. In the event other Parties incur administrative and other costs on behalf of and at the direction Tri-City, their reimbursement for a part or all of such administrative costs may be made to such Parties upon approval of the Board.

V. ASSESSMENTS

Each Party shall be liable for and pay to Tri-City a percentage of Tri-City's annual expenditures. Such contribution amount is to be divided into twelve substantially equal installments to be paid to the Lead Agency on the first day of each month starting May

1, 2017. Each party's contribution amount shall be equal to the following percentage of expenditures after accounting for all other revenues collected by Tri-City:

City of Batavia- 35%

City of Geneva -27%

City of St. Charles-35%

Batavia Township & Countryside Fire Protection District – 2.25%

Geneva Township - .75%

This method of determining each party's annual contribution shall remain in effect until May 1, 2022. As of May 1, 2022. The Parties shall review the formula for determining annual contributions of the Parties.

Unless unanimously agreed otherwise, the annual budget shall include maintenance of reserves at a level equal to or greater than the sum of three (3) months operation funds (as projected in that budget) plus that sum necessary to purchase on (1) ambulance.

VI. WITHDRAWAL FROM MEMBERSHIP

Parties may only withdraw effective on April 30 of any year. A Preliminary Notice of Intention to Withdraw shall be filed with all other Parties not later than May 1st of the calendar year preceding the April 30th withdrawal date for a party. A Final Notice of Intention to Withdraw shall be filed with all other Parties not later than November 1st of the calendar year preceding the Party's withdrawal. Such Final Notice of Intention to Withdraw shall be irrevocable, unless all other Parties approve of such revocation. Failure to serve a Final Notice by said November 1 shall be an automatic revocation of the Preliminary Notice. All liability of such withdrawing Party shall terminate on the withdrawal date which shall be April 30 of the calendar year after the year such Party gives a Final Notice of Intention to Withdraw, except for liabilities incurred prior to the withdrawal and yet unpaid. Such liabilities shall include any contracts or other liabilities commencing prior to the withdrawal date and continuing thereafter. The withdrawing Party is responsible for such obligations of Tri-City on the same percentage as its share of the budget as though such Party had continued membership in Tri-City. The withdrawing party will receive from Tri City 75% of its share of the reserve funds (unrestricted net position as determined by an independent audit) as calculated on the same percentage as its share of the budget. Additionally, Legacy Members that withdraw from Tri-City shall also retain the ambulances and equipment located within the community.

There shall be no earlier voluntary withdrawal by a Party unless all other parties approve of such voluntary withdrawal. The association shall, however, continue in operation for the service area remaining after the withdrawal of any Party or Parties and

the removal of their respective geographic service areas. In the event any party shall fail to meet its obligations hereunder, such failure, if it continues more than (30) days after notice, may be construed by Tri-City as a withdrawal without consent.

VII. INDEMNIFICATION

To the extent not covered by insurance and as may be permitted by law, all Parties including the Lead Agency shall hold the Lead Agency harmless from any liability or loss, including reasonable attorney’s fees and expenses, arising out of or in connection with the performance of duties as Lead Agency under this agreement, except for the willful misconduct and gross negligence of the Lead Agency. Such hold harmless shall be apportioned on the basis of each party’s percentage of the budget as described in Paragraph IV above.

VIII. AMENDMENT

This agreement may be amended by approval of all of the Parties.

IX. EFFECTIVE DATE

This Agreement shall become effective only if all Parties approve and execute same. The effective date of this Agreement shall be the day after approval of all Parties to this Agreement. If the Parties do not approve this Agreement on or before May 1, 2017, the Agreement entitled, “An Ordinance Authorizing Intergovernmental Agreement among the Cities of St. Charles, Geneva and Batavia, Batavia Township and Countryside Fire Protection District, and Geneva Township, for Paramedic/Ambulance Advanced Life Support Services” and dated May 14, 1985, shall remain in full force and effect.

IN WITNESS WHEREOF we have attached our hands and seals on the day and year first indicated above.

CITY OF ST. CHARLES

CITY OF GENEVA

By: _____

By: _____

Attest: _____

Attest: _____

CITY OF BATAVIA

GENEVA TOWNSHIP

By: _____

By: _____

Attest: _____

Attest: _____

BATAVIA TOWNSHIP AND COUNTRYSIDE FIRE PROTECTION DISTRICT

By: _____

Attest: _____



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6c

Title:

Approval of the Purchase of a Ferno INX Inline Cot and Inline Fastener for Tri City Ambulance

Presenter:

Fire Chief Joseph Schelstreet

Meeting: Government Operations Committee

Date: July 5, 2017

Proposed Cost: \$33,833.29

Budgeted Amount: \$40,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Tri-City Ambulance Board, as part of the current Tri-City Ambulance budget, approved the purchase of one Ferno INX Inline Cot and Inline Fastener at their regular meeting held on June 23, 2017. The newly purchased cot will be placed in the new Batavia ambulance that is scheduled for delivery in October 2017. This unit was selected as it functions as a power cot which can lessen the risk of back injury to ambulance and fire department personnel.

Ferno was selected by the review committee as the contractor most advantageous for TCA after field Testing was completed. The Ferno device outperformed side by side field tests against the Stryker Power Cot. The cost of the Ferno unit is currently \$6,500 less than the Stryker Power Cot due to a summer promotion. The selection of Ferno was approved by the Tri-City Ambulance Board of Directors at the regular meeting June 23, 2017.

The purchase price of \$33,833.29 includes the following:

INX Inline Cot

Floor Mount

INX IV Pole

Bariatric Surface Extenders

Softnet Head End Storage

Attachments *(please list):*

Ferno quote and Stryker Quotes

Recommendation/Suggested Action *(briefly explain):*

Approval of the Purchase of a Ferno INX Inline Cot and Inline Fastener for Tri City Ambulance



877.733.0911
www.Ferno.com

**QUOTATION PREPARED FOR OUR VALUED CUSTOMER
TRI-CITY AMBULANCE**

Account ID: _____ **PO Ref:** _____ **Quote #** 00020540 **Date Quoted:** 6/14/2017

Customer Contact: Stephanie	Billing Address: Tri-City Ambulance 112 N. First Ave St. Charles, IL 60174 US	Shipping Address: Tri-City Ambulance 112 N. First Ave St. Charles, IL 60174 US
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Terms TBD	Valid 30 Days	FOB Origin	Ship Via Please Select
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Qty	Item#	Product Description	Preferred Cust. Price	Extended Price
1	0000INXINLINE	INX INLINE Cot Ship Kit	27,333.54	27,333.54
1	ILFM95STNEWMNT	INLINE 95 W/LONG FLOOR MOUNT	3,746.25	3,746.25
1	LAIV3SCL	INX IV Pole	372.00	372.00
1	0822453	INX Sofnet Head End Storage Flat	151.50	151.50
1	FWESX	SX, SURFACE EXTENDER PAIR	2,080.00	2,080.00

Approval: _____
Printed Name _____ Signature _____

Subtotal 33,683.29
Sales Tax .00
Ship Quote: 150.00
Your Price 33,833.29

Credit Card: _____ **Secure Code:** _____ **Exp:** _____

Comments: Shipping charges to be added when order placed. Thank you for your business.

Your Sales Representative is:
Roy Agostini
r.agostini@ferno.com
(260)498-0795

**Thank you for allowing the Ferno
team to serve you!**

Your Customer Service Contact is:
Michelle Cline
m.cline@ferno.com

*** Order subject to approval by Ferno. If not quoted, shipping and any applicable sales tax will be added to invoice. Credit cannot be allowed on returns of special or modified items. Prices and specifications are subject to change without notice.*



Comprehensive Quotation

Sales Account Manager
 John Fischer
 john.fischer@stryker.com
 Cell: -(847) 989-4536
 Fax: -(815) 578-1679

Remit to:
 P.O. Box 93308
 Chicago, IL 60673-3308

End User Shipping Address
 1161279
 TRI CITY AMB CITY OF ST CHARLES
 2 E MAIN ST
 ST CHARLES, IL 60174-1936

Shipping Address
 1161279
 TRI CITY AMB CITY OF ST CHARLES
 2 E MAIN ST
 ST CHARLES, IL 60174-1936

Billing Address
 1161279
 TRI CITY AMB CITY OF ST CHARLES
 2 E MAIN ST
 ST CHARLES, IL 60174-1936

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	5300619	12/14/2016	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$17,673.00	\$17,673.00	
		Options				
	1	Power-PRO XT	6506000000	\$13,989.00	\$13,989.00	
	1	XPS Option	6506040000	\$1,656.00	\$1,656.00	
	1	Power-LOAD Compatible Option	6506127000	\$1,403.00	\$1,403.00	
	1	3 Stage IV Pole PR Option	6500315000	\$285.00	\$285.00	
	1	Retractable Head Section O2	6085046000	\$152.00	\$152.00	
	1	Head End Storage Flat	6500128000	\$115.00	\$115.00	
	1	Equipment Hook	6500147000	\$44.00	\$44.00	
	1	SMRT Charger Mounting Bracket	6500034000	\$29.00	\$29.00	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	No Runner/HE O2	0054200994			
	1	Trendelenburg	6085031000			
	1	English Manual	6506600000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	Short Hook	6060036017			
	1	XPS Knee Gatch Bolster Matrss	6500003130			
	1	No Steer Lock Option	6506037000			
	1	3 YR X-Frame Powertrain Wrnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
2.00	1	PowerLOAD	6390000000	\$22,692.00	\$22,692.00	
		Options				
	1	PowerLOAD	6390000000	\$22,692.00	\$22,692.00	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	English Option, Manual	6390020000			



Comprehensive Quotation

Sales Account Manager

John Fischer
john.fischer@stryker.com
Cell: -(847) 989-4536
Fax: -(815) 578-1679

Remit to:

P.O. Box 93308
Chicago, IL 60673-3308

Note:
SHIPPING IS NO CHARGE. LEAD TIME APPROX 8-9 WEEKS. INSTALLATION TO BE PERFORMED BY QUALIFIED DEALER/MECHANIC (NOT INCLUDED).

Product Total	\$40,365.00
Freight	\$0.00
Tax	\$0.00
Total Incl Tax & Freight	\$40,365.00

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days, FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.